

# TRANSLATION RIGHTS AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date").

**BETWEEN:**

[NAME OF OWNER]  
of \_\_\_\_\_ [address]  
("Owner")

- and -

[NAME OF PUBLISHER]  
of \_\_\_\_\_ [address]  
("Publisher")

WHEREAS Owner is the sole and exclusive owner of the rights to the literary work entitled " \_\_\_\_\_ " (the "Work");

AND WHEREAS Publisher wishes to obtain the rights to translate the Work from English into \_\_\_\_\_ [translated language] and to publish the resulting \_\_\_\_\_-language translation of the Work (the "Translation");

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereto agree as follows:

## 1. Grant of Rights

Owner hereby grants to Publisher the exclusive right, in perpetuity, to translate the Work from English into \_\_\_\_\_ [translated language] and to publish and sell the resulting Translation, in volume form only, throughout the following countries and territories (the "Territory"):

[List countries / territories, or if the grant of rights is worldwide, insert "All countries and territories throughout the world"]

This Agreement does not grant any rights with respect to any subsequent editions of the Work.

## 2. Royalties

- (a) With respect to all copies of the Translation sold, Publisher shall pay to Owner a royalty of \_\_\_\_\_ percent (\_\_\_\_%), based on the local list price received by Publisher for sales of the Translation.
- (b) Publisher shall sell no copies of the Translation as remainders for a period of \_\_\_\_\_ years following the first publication of the Translation. If, after this \_\_\_-year period, Publisher wishes to dispose of any surplus stock as remainders at a reduced price, Publisher shall first notify Owner in writing of its intention. The royalty rate to be paid to Owner on all copies of the Translation sold as remainders shall be \_\_\_\_\_ percent (\_\_\_\_%) of the net sale price received by Publisher, however, no royalty shall be payable to Owner on remainders sold at or below Publisher's cost of paper, printing and binding.

## 3. Guaranteed Royalty

Upon execution of this Agreement, Publisher shall pay Owner the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as a non-refundable minimum guaranteed royalty ("Guaranteed Royalty"). The Guaranteed Royalty shall be treated as an advance against royalties that may become due hereunder,

provided, however, that in the event actual accrued royalties hereunder total less than the Guaranteed Royalty, Owner shall retain the full amount of the Guaranteed Royalty.

**4. Payment of Royalties; Reporting**

(a) Immediately upon publication of the Translation, Publisher shall submit to Owner a statement setting out:

- (i) the date of publication;
- (ii) total number of copies printed; and
- (iii) the retail price;

together with \_\_\_\_\_ copies of the initial printing of the Translation.

(b) Within \_\_\_\_\_ days following January 1 and July 1 in each year of the term of this Agreement, Publisher will provide Owner with a statement for the previous 6-month period, setting out:

- (i) the date and current retail price of any reprint of the Translation;
- (ii) the total number of copies printed by Publisher (if any);
- (iii) the total number of copies sold by or on behalf of Publisher (if any); and
- (iv) the number of copies remaining on hand at the end of the reporting period.

The statement will be accompanied by payment for any royalties payable for the reporting period.

(c) In the event of termination of this Agreement, Publisher shall, within thirty (30) days following such termination, submit a final statement to Owner, setting out the information required under subparagraph (b) above, together with a detailed report of any royalties owed by Publisher to Owner and payment of all unpaid royalties.

(d) All royalties accruing hereunder shall be paid in \_\_\_\_\_ Dollars *[indicate the currency in which royalties will be paid]*. *[Include the following sentence if appropriate: The exchange rate to be used in computing the royalties payable hereunder shall be the exchange rate in effect on the last day of the applicable reporting period, as reported by \_\_\_\_\_ [indicate the source to be used for the exchange rate].]*

**5. Right to Inspect Records**

Publisher shall permit Owner or its authorized representative to inspect its books of account with respect to sales of the Translation at any time during the term of this Agreement, upon reasonable notice and during Publisher's normal business hours, for the purpose of verifying the accuracy and completeness of any statement issued under Section 4 hereof, provided, however, that Owner shall only conduct one such inspection within any 12-month period.

**THIS IS A 6-PAGE DOCUMENT.**